

From: Jon 'maddog' Hall, Executive Director, Linux International
To: Microsoft ATR
Date: 12/28/01 4:28pm
Subject: Microsoft Settlement: Data Formats, Open Source Developers and Global Economy

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Honorable Colleen Kollar-Kotelly
U.S. Court of Appeals for the District of Columbia

Your Honor,

I have been trying valiantly to keep up with the proposals for settlement back and forth between Microsoft, the different state attorneys and yourself, and I can not find three points that I hope have been covered.

1) In several of the documents I have seen people refer to "interfaces" (used in programming and running applications) and "protocols" (used in transmitting data across networks), but little if anything in the area of "data formats", used in the exchange of documents (e.g. the ".doc" format used by Microsoft Word). As a barrier to entry into a marketplace, the inability of a word processor to read documents created by 90% of the marketplaces' word processing people (i.e. users of Microsoft Office or other Microsoft products) is very detrimental. While products like Corel's Word Perfect, Applixware and Star Office all attempt to read and display Microsoft Office's data formats, often they are not able to decipher the data format, and therefore the document interchange is incomplete or wrong. The same is true for spreadsheets (Excel) and presentation packages (PowerPoint). This tends to be a stopping point for people purchasing alternative products.

In the past there have been several successful products that have created data interchange standards that were uniform across vendors because the designer of the interchange language documented it and pushed it as a standard. The level of documentation that Microsoft has created for their data formats does not allow complete transference of all the information needed to create, read or write a document with a simular product from another vendor. Microsoft should either be forced to document the data exchange formats more fully, or make as their product's default data formats one of the standard data exchange formats for documentation.

2) Specification of who has access to Microsoft's specifications and standards

In a lot of the documentation around the trial, Microsoft is expected to make information available to "ISVs, OEMs, ISPs, etc., etc." However a lot of Open Source developers are not part of any of these organizations. For most of them, signing a non-disclosure or other type of license is not an option, either because of the time consuming aspect of the act, or the fact that they

would usually want legal advice in signing such a non-disclosure, and this is expensive for a person who normally receives no financial compensation for their work.

I feel that any of these interfaces which are available to all of these aforementioned groups should be PUBLIC knowledge, openly available to ANYONE without license of ANY kind. After all, Microsoft should WANT people to use these interfaces, protocols and data exchange formats and make them as easy to understand and use as possible. If Microsoft complains about the cost of documenting these interfaces, protocols and data exchange formats to the extent needed, they should be reminded that when a company reaches the size of a monopoly these are the natural costs of doing business.

3) Microsoft is a world-wide company in a global economy.

This last issue may be harder (or impossible) to impose, but I would like to make the problem known.

I have traveled to Taiwan, and spoken to various members of the educational sector in that country. They have told me that Microsoft has been approaching Taiwanese magazine owners and threatening to remove all Microsoft and Microsoft-assisted joint advertising in PC magazines that print articles on Linux and Open Source software or run advertising for Linux or Open Source products. Since in some magazines Microsoft sponsored advertisements cover over 70% of their advertising revenue, these magazines are hesitant to have Linux articles or advertisement.

Similarly, I have been told by Taiwanese motherboard manufacturers that Microsoft has been threatening them with raised royalty fees on any Microsoft products unless they bundle in Microsoft licenses to all of their motherboards. Since a large quantity of systems built in the United States have Taiwanese motherboards, this means that (in effect) all systems have Microsoft operating systems "built in" before they even start to enter US jurisdiction. These licenses (and therefore these costs) are then passed on to the US companies making end-user products out of these motherboards. While I could not verify any of these rumors with actual Taiwanese companies, I did hear it from several reliable sources.

I have also heard of similar instances of intimidation by Microsoft from companies in Brazil and Argentina.

As the strongest economic power in a global economy, the United States has a moral obligation to protect companies in other countries as we would protect our own, particularly when these companies are part of the total manufacturing chain for US-bound products. Microsoft should not be allowed to by-pass the judgment against them just by moving the affected business outside the United States, yet still expect to sell the final product to US citizens.

Please make sure that these three items are covered in any final draft of the agreement.

Again, if you have any issue or need any clarification in the above areas, please feel free to email or call me at (603) 943-6666.

Warmest regards,

Jon A. Hall

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